

EXHIBIT B

You're approved for \$550.00.*Your Payment Schedule*

Number of Payments	Amount of Payments	When Payments Are Due
Bi-Weekly	21 payments of \$ <u>157.67</u>	On every other Thursday beginning 12/10/2020

If signed before the daily funding cut-off time, you will receive your funds on 11/23/2020.

Loan Number: [REDACTED]

Date: 11/23/2020

**LOAN AGREEMENT
And Disclosure Statement
(Automatic Payments)**

This is our Agreement with you evidencing the terms of your Installment Loan. It contains important terms and conditions. You should read it carefully before you electronically sign it.

In this Agreement the words "you" and "your" mean the Borrower. The words "we", "us", and "our" refer to Bright Lending. We are a sovereign enterprise that is an economic development arm of, and wholly-owned and controlled by the Fort Belknap Indian Community (the "Tribe"), a federally-recognized sovereign American Indian Tribe. This means that your loan is provided by a sovereign government and the proceeds of our business fund governmental services for citizens of the Tribe. Disclosures in this Agreement are also terms of it.

BORROWER: Stacy Murray**ADDRESS:** [REDACTED]**PHONE:** [REDACTED]**EMAIL:** [REDACTED]**CREDITOR:** Bright Lending**ADDRESS:** P.O. Box 578

Ft. Belknap Agency

Hays, MT 59527

PHONE: (866) 441-7674**EMAIL:** customerservice@brightlending.com**TRUTH IN LENDING DISCLOSURE STATEMENT**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid after you have made all payments as scheduled
699.9887%	\$2,762.50	\$550.00	\$3,312.50

Your Payment Schedule

Number of Payments	Amount of Payments	When Payments Are Due
21 - Bi-Weekly	\$ 157.67	On every other Thursday beginning 12/10/2020

Late Payment Fee: If a payment is not paid within 5 business days you will pay a late fee in an amount equal to 10% of the payment not paid in full.

Prepayment: If you pay off early you will not have to pay a penalty.

See your Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF THE AMOUNT FINANCED/Amount provided to you \$550.00

Your Promise to Pay. You promise to pay your loan together with finance charges and any other amounts due under this Agreement.

Finance Charge Rate. This is a "simple finance charge" loan. Your loan bears finance charges on the outstanding principal from

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the date your loan proceeds are disbursed to you until paid in full, at a fixed rate of **[724.5779%]** per year. Your actual finance charges may differ from the disclosed Finance Charge if you make your payments on time or if you make your payments early. Finance charges are earned by us on a daily basis by applying the finance charge rate to your unpaid principal balance (without including any accrued Late Payment Fees, Returned Payment Fees, finance charges or other fees and charges) for the time that your principal balance is owed based on a 365-day year. We will apply payments first to any Late Payment Fees, Returned Payment Fees and other fees and charges under this Agreement, then to finance charges and lastly to the unpaid principal balance of your loan.

Your Payment Method Choice. As explained in the Choosing Your Payment Method disclosure, you have a right to choose the method that you will use to make payments on your loan. You can either have your payments automatically made by us from Your Bank Account identified in your Disbursement Authorization, or you can choose to directly send us each of your payments when they are due.

Payment Choice. As a part of the application for your loan, you chose in the Choosing Your Payment Method disclosure to have us automatically make each of your payments on their due dates as detailed in the Truth in Lending Disclosure Statement above. Your savings were disclosed on the Choosing Your Payment Method disclosure during the application process where you made this choice. Your Annual Percentage Rate disclosed in the Truth In Lending Disclosure Statement above was reduced by 25 percentage points from the Annual Percentage Rate that otherwise would apply to your loan. This rate reduction is reflected in the amount of your scheduled payments.

By electronically signing this agreement, you confirm your choice of making automatic payments.

This authorization will remain in effect until your loan is paid in full, including principal, finance charges and other fees. **However, you may revoke your authorization of automatic payment at any time by calling us at 1-866- 441-7674 or emailing us at customerservice@brightlending.com.** Any debits to your account for repayment that fall on a Saturday, Sunday or banking holiday will be debited on the next business day. Your revocation of automatic payments may take up to 3 business days after we receive it to be effective. If you revoke your authorization, you agree to directly make each payment on your Loan by cashier's check, money order, personal check, or a bill pay service through your bank, to be received by us no later than the payment due date at: Bright Lending, P.O. Box 578, Ft. Belknap Agency, Hays, MT 59527.

Prepayment. You may prepay all or part of the amount that you owe on your loan at any time without penalty. Partial prepayments will not change the amount or due date of your remaining payments until your loan is paid in full.

Late Payment Fees. If we do not receive a payment in full within **5** business days after the date it is due, then we may charge you a Late Payment Fee of 10% of the amount the payment not paid in full.

Returned Payment Fees. If your payment is returned unpaid by your bank for any reason, then you agree to pay us a Returned Payment Fee of **\$30**. Your Returned Payment Fee may also cause your payment to be late, which could result in you also having to pay a Late Payment Fee.

Accepting Payments. We can accept late or partial payments, as well as payments marked "paid in full" or with other restrictive endorsements, without losing any of our rights under this Loan Agreement.

Credit for Preauthorized Payments. If you authorize us to make each of your payments from Your Bank Account, as explained in your Disbursement and Payment Choice Authorization, then we will give you a discounted APR which will save you on charges throughout the life of the loan, and be reflected in each of your scheduled payments.

Default. We consider you in default if:

- you do not pay as required by this Agreement;
- you fail to perform any of your other obligations provided in this Agreement;
- you become bankrupt or insolvent;
- you die or are declared incompetent; or
- you provided us false or misleading information when you applied for your loan.

Remedies. If you default, at our option we can accelerate the entire unpaid amount of your loan and declare the unpaid balance immediately due and payable, after giving you any notice and opportunity to cure the default required by applicable law.

Other Rights. We can delay enforcing any of our rights under this Agreement without losing them. We can enforce this Agreement against your heirs and legal representatives.

Waiver. We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Entire Agreement. This Agreement contains the entire agreement between you and us relating to your loan and this Agreement. Any change to this Agreement must be in writing and we must sign it. No oral changes can be made.

Governing Law. The laws of the Tribe will govern this Agreement, without regard to the conflict of laws rules of any state or other jurisdiction. You agree to be bound by Tribal law, and in the event of a dispute between you and the Tribe, Tribal law shall exclusively apply to that dispute.

Sovereign Immunity. This Loan Agreement and all related documents are being submitted by you to us as an economic arm, instrumentality, and limited liability company of the Tribe. The Tribe is a federally-recognized American Indian Tribe and enjoys governmental sovereign immunity. Because we and the Tribe are entitled to sovereign immunity, you will be limited in the claims, if any, you may be able to assert against the Tribe and us. To encourage resolution of consumer complaints, any complaint may be submitted by you or on your behalf to the Tribe for review as described below.

Preservation of Sovereign Immunity. It is the express intention of the Tribe and us operating as an economic arm of the Tribe, to fully preserve, and not waive either in whole or in part, exclusive jurisdiction, sovereign governmental immunity, and any other rights, titles, privileges, and immunities, to which we and the Tribe are entitled. To protect and preserve the rights of the parties, no person may assume a waiver of sovereign immunity. No waiver is made except by express written declaration of the Tribe's Tribal Council specifically authorizing a waiver for the matter in question. No such waiver has been made with respect to either your Loan Agreement or any other document in connection with your loan.

Borrower Complaint Resolution Procedures. Tribal law has established a Borrower Complaint Procedure to review and consider all complaints and claims by borrowers. This Borrower Complaint Resolution Procedure consists of the following:

Consumer Complaint Portal:

We are required by the Tribe to maintain a consumer complaint portal for borrowers at compliance@brightlending.com. You can use this consumer complaint portal to let us know if you have any concerns or claims regarding your Loan or your relationship with us. We must investigate each complaint and provide a response to you within 30 days.

If we do not satisfactorily resolve your claim you filed through the consumer complaint portal, you have the right to file a complaint with the Tribal Regulatory Authority or the Tribal Board of Lending Dispute Appeals (if it is established in the future by the Tribe)

Or, Direct Complaint With Tribal Regulatory Authority:

You can file a complaint directly with the Tribal Regulatory Authority at 2702 Montana Avenue, Suite 202 Billings, MT 59101. The Tribal Regulatory Authority is a neutral and accessible tribal government designated entity charged with resolution of bona fide borrower claims and disputes.

The Tribal Regulatory Authority will review each complaint filed with it together with other information it deems appropriate relating to the complaint. It will then issue its decision on the claims covered by the complaint.

A borrower can appeal a decision of the Tribal Regulatory Authority or the Tribal Board of Lending Dispute Appeals to the Tribe's Tribal Council. An appeal to the Tribal Council must be submitted in writing by mail or overnight courier (such as FedEx or UPS) within 30 days of the Tribal Regulatory Authority's decision to:

Ft. Belknap Indian Community Tribal Council
Re: Tribal Financial Services Appeals
113 Chippewa, Ft. Belknap Agency
Harlem, MT 59526

A decision of the Tribal Council shall be final.

A person's complaint to us shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not create any binding procedural or substantive rights.

NEITHER THE TRIBE NOR WE ARE SUBJECT TO SUIT OR SERVICE OF PROCESS IN ANY COURT OR ADMINISTRATIVE PROCEEDING. THE EXCLUSIVE MEANS OF DISPUTE RESOLUTION AVAILABLE TO YOU IS THIS BORROWER COMPLAINT RESOLUTION PROCEDURE.

ELECTRONIC SIGNATURE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS

BY CLICKING THE "AGREE" BUTTON BELOW AS YOUR ELECTRONIC SIGNATURE, YOU ARE ELECTRONICALLY SIGNING THIS AGREEMENT AND AGREEING TO ALL THE TERMS OF IT.

YOU ACKNOWLEDGE RECEIVING AND READING A COMPLETED COPY OF THE LOAN AGREEMENT BEFORE ELECTRONICALLY SIGNING IT. YOU ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS LOAN AGREEMENT FOR YOUR RECORDS.

Document History

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